



**STATE OF MONTANA
INVITATION FOR BID
(THIS IS NOT AN ORDER)**



**Montana Fish,
Wildlife & Parks**

IFB Number:

060088

IFB Title:

Stream Permitting Consultants

IFB Due Date and Time:

Monday, November 14, 2005
2:00 p.m., Local Time

Number of Pages: 7

ISSUING AGENCY INFORMATION

Procurement Officer:

Sally Byrd, Fish Wildlife and Parks, Purchasing Officer

Issue Date:

October 28, 2005

Fish Wildlife and Parks
Purchasing, Sally Byrd
930 Custer Ave
P O Box 200701
Helena MT 59620

Phone: (406) **444-3249**

Fax: (406) **495-3253**

TTY Users, Dial 711

Website: <http://www.discoveringmontana.com/doa/gsd>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND
ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Number: FWP # **060088**

IFB Due Date: **11/14/05**

Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Date:

Cost Per Hour Submitted

Statement of Qualifications Submitted

\$ _____ Bidder Initials _____

Bidder Initials _____

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain

registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 7/05

Invitation for Bid

Fish Wildlife and Parks # 060088

SECTION I: PURPOSE

The Department of Fish, Wildlife and Parks (FWP) is seeking to establish a list of qualified contractors who can be available to work with local fishery biologists and regional fishery managers to provide consulting services related to stream permitting as requested. FWP is interested in contractors with specialized expertise in fishery biology or fluvial geomorphology and hydrology, who have experience with stream permitting in Montana, and who have a practical understanding of near stream construction projects and the habitat requirements of stream fishes. There is no guarantee of work for all contractors on this list.

SECTION II: GENERAL OVERVIEW

Contractors will be selected based on technical qualifications and experience with stream permitting, knowledge of fishery biology or fluvial geomorphology and hydrology, geographical location, availability on short notice, and reasonableness of rates. We are looking for contractors located near Kalispell, Missoula, Bozeman, Dillon, Columbus, Helena, and Great Falls.

- The FWP goal is to ensure that individual projects are conducted in a manner that is sensitive to the natural functions and aquatic habitat attributes of streams.
- Consultants will provide professional recommendations to FWP on the effects of various hydraulic projects requiring permits under provisions of the Stream Protection Act (124 permits) or the Natural Streambed and Land Preservation Act (310 permits).
- Consultants will be notified by regional FWP's fisheries managers or area fishery biologists, either by phone log, e-mail, or in writing of the time and place of project field reviews and will provide written recommendations or reports as requested.
- Consultants may also be asked to attend Conservation District meetings or other forums where projects are being considered.
- Written reports of recommendations will be submitted to regional fishery managers or area fishery biologist prior to permitting deadlines for stream construction projects.

Statement of Qualifications: Offeror shall provide a statement of qualifications that expresses their personal knowledge, experience and specialized expertise in fishery biology or fluvial geomorphology and hydrology. Offeror's resume and cover letter or statement of qualifications should demonstrate practical understanding of near stream construction projects, stream permitting, and the habitat requirements of stream fishes. Offeror must be available to do inspections with only one to two weeks' notice.

SECTION III: TERM OF CONTRACT

The list of consulting contractors will be maintained for a year with annual renewal options for up to (4) four additional years. Each renewal period will allow for current

contractors to update qualifications and new firms will also be allowed the opportunity to submit their qualifications for addition to the contract listing.

SECTION IV: QUOTE

The cost proposal is to be submitted as an all-inclusive hourly rate for all individuals performing services identified in the IFB. This cost will remain firm for the duration of the contract. Meals and/or mileage will be reimbursed at state rates, after receipt of approved invoices by department.

Hourly rate: \$_____.

SECTION V: INDEPENDENT CONTRACTOR

Contractor is an independent contractor and this contract does not establish an employer-employee relationship with contractor or any person employed by contractor for any purpose. Contractor agrees to pay all state, federal, or local taxes, fees, or other assessments related to employment of contractor or any person employed by contractor to fulfill this contract.

SECTION VI: WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR EXEMPTION

Contractor shall obtain and keep in force continuously during the entire term of this contract, at its cost, workers' compensation insurance for all contractors' employees. Any employee who meets the criteria in Section 39-71-401, MCA, and the Administrative Rules of Montana, may be certified as an independent contractor for whom the contractor need not maintain workers' compensation insurance.

Notwithstanding any terms of this agreement to the contrary, this agreement is not effective until contractor provides department with written verification that contractor has been certified as an independent contractor pursuant to 39-71-401, MCA. In the alternative, contractor may provide department with proof of coverage under the Workers' Compensation Act.

In addition, notwithstanding any terms of this agreement to the contrary, this agreement is not effective until contractor provides proof of coverage under the Workers' Compensation Act for each of contractor's employees. This agreement terminates immediately if contractor does not continue to provide such coverage of employees who perform services under this agreement.

SECTION VII: INSURANCE REQUIREMENTS

Contractor shall provide a certificate for Commercial Automobile Liability (occurrence coverage) or a business use rider, to include bodily injury, personal injury and property damage with combined single limits of **\$100,000** per claim and **\$300,000** aggregate per year, from an insurer with a Best's Rating of not less than A-.

This certificate **MUST** name the State of Montana as an additional insured under contractor's policy including contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, **MUST** be filed with the department.

SECTION VIII: STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract.

SECTION IX: DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the department.